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Attorneys for Plaintiff,  
STARR INDEMNITY & LIABILITY COMPANY

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

STARR INDEMNITY & LIABILITY  
COMPANY,

Plaintiff,

vs.

APEX MARITIME CO., INC. doing  
business as APEX SHIPPING CO.; and  
DOES 1 through 10, inclusive,

Defendants.

**IN ADMIRALTY**

Case No.:

**COMPLAINT FOR:**

- 1. DAMAGE TO CARGO;**
- 2. NEGLIGENCE/WILFUL**
- 3. MISCONDUCT**
- BREACH OF CONTRACT**

COMES NOW, Plaintiff, STARR INDEMNITY & LIABILITY  
COMPANY, for itself (hereinafter "Plaintiff"), and for causes of action against  
APEX MARITIME CO., INC. doing business as APEX SHIPPING CO. and Does  
1 through 10, inclusive, ("Defendants"), alleges as follows:

**JURISDICTION AND VENUE**

1. This action involves admiralty or maritime claims within the meaning  
of Rule 9(h) of the Federal Rules of Civil Procedure and is within this court's  
admiralty and maritime jurisdiction. As well, this court has jurisdiction as a  
Federal Question under 28 U.S.C. § 1331, in that the dispute arises under federal  
law, namely, the Carriage of Goods by Sea Act ("COGSA"), 46 U.S.C. § 30701 et  
seq.

1           2.     At all times material herein, Plaintiff STARR is an insurance  
2 corporation authorized to do business in the State of New York, with an office and  
3 place of business at 399 Park Avenue, 9<sup>th</sup> Floor, New York, New York 10012.  
4 Plaintiff brings this on its own behalf in that it insured the below described cargo  
5 against loss, damage and deterioration, and having paid for the damage to the  
6 cargo, is subrogated to the rights of the owner of the cargo and its assignee.

7           3.     At all times material herein, Defendant APEX MARITIME CO., INC.  
8 doing business as APEX SHIPPING CO. (hereinafter referred to as “APEX” or  
9 with Does “Defendants”) is a corporation doing business in this judicial district as  
10 a non-vessel operating common carrier and freight forwarder with a principal place  
11 of business located at 206 Utah Avenue, South San Francisco, CA 94080.

12           4.     The true names and capacities, whether individual, corporate,  
13 associate or otherwise, of Defendants designated herein as DOES 1 through 10,  
14 inclusive, are unknown to Plaintiff who therefore sues said Defendants by such  
15 fictitious names.

16           5.     Plaintiff is informed and believes, and thereon alleges, that each of  
17 Defendants designated herein as a DOE 1 through 10, inclusive, is, in some  
18 manner, legally responsible for the events and happenings herein referred to, and  
19 when the names and capacities of said Defendants are ascertained, Plaintiff will  
20 seek leave of Court to amend this Complaint to reflect their true names and  
21 capacities.

## 22                                   **FIRST CAUSE OF ACTION**

23                                   (Damage to Cargo)

24           6.     Plaintiff incorporates by reference paragraphs 1 through 5, inclusive,  
25 of this Complaint as fully set forth herein.

26           7.     On or about September 28, 2018, Defendants and each of them  
27 accepted a shipment of of assorted children’s wearing apparel (“Cargo”) to be  
28 carried from Ningbo, China to Los Angeles, CA in container EISU1863161 in the

1 same good order and condition as when received under APEX clean bills of lading  
2 numbers A1809541114A and A1809541114B.

3 8. Defendants, and each of them, failed and neglected to carry, handle  
4 and monitor the Cargo and maintain its good order and condition as when received.  
5 To the contrary, the Cargo was delivered with fresh water damage.

6 9. By reason of the foregoing, Plaintiff has been damaged in the sum of  
7 \$37,644.00, plus miscellaneous expenses, interest and costs, no part of which has  
8 been paid by Defendants despite demand therefor.

9 **SECOND CAUSE OF ACTION**

10 (Negligence/Wilful Misconduct)

11 10. Plaintiff incorporates by references paragraphs 1 through 9, inclusive,  
12 of this Complaint as though fully set forth herein.

13 11. The damage to the Cargo was directly and proximately caused by the  
14 negligence, carelessness and willful misconduct of Defendants, and each of them.

15 12. As a direct and proximate result of such conduct, Plaintiff has been  
16 damaged in the sum of \$37,644.00, plus miscellaneous expenses, interest and costs,  
17 no part of which has been paid by Defendants despite demand therefor.

18 **THIRD CAUSE OF ACTION**

19 (Breach of Contract)

20 13. Plaintiff incorporates by reference paragraphs 1 through 13, inclusive,  
21 of this Complaint as though fully set forth herein.

22 14. On or about September 28, 2018, Defendants, and each of them,  
23 agreed to safely handle, store, transport and deliver the Cargo in the same good  
24 order and condition as when received.

25 15. Defendants, and each of them, materially and substantially breached  
26 and deviated from their agreement by failing to deliver the Cargo in the same good  
27 order and condition as when received.

28 16. All, of any, conditions and/or covenants required to be performed in

1 accordance with the terms and conditions of the agreement, were complied with or  
2 otherwise excused.

3 17. As a direct and proximate result of the material breach of, and  
4 deviation from, the agreement by Defendants, Plaintiff has been damaged in the  
5 sum of \$37,644.00, plus miscellaneous expenses, interest and costs, no part of  
6 which has been paid by Defendants.

7 **WHEREFORE**, Plaintiff prays for judgment against Defendants, and each  
8 of them, as follows:

9 1. For general damages in the sum of \$37,644.00, miscellaneous  
10 expenses, interest and costs;

11 2. For pre-judgment interest from September 28, 2018, at the rate of 10%  
12 per annum;

13 3. For post-judgment interest at the maximum allowable rate;

14 4. For costs of suit herein; and,

15 5. For such other and further relief as this court deems just and proper.  
16  
17

18 Dated: February 1, 2019

CAMMARANO LAW GROUP

19  
20 By: /s/ Dennis A. Cammarano  
21 Dennis A. Cammarano  
22 Attorneys for Plaintiff,  
23 STARR INDEMNITY & LIABILITY  
24 COMPANY  
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